

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nabtesco USA Inc.		05/18/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Harmonic Drive LLC		
Street Address:	247 Lynnfield Street		
City:	Peabody		
State/Country:	MASSACHUSETTS		
Postal Code:	01960		
Entity Type:	limited liability company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1728918	HARMONIC DRIVE TECHNOLOGIES	
Registration Number:	1727054	HARMONIC DRIVE TECHNOLOGIES	
Registration Number:	2395607	CHAMBERLINK	
Registration Number:	2395612	POWERHUB	
Registration Number:	1678271	INFINIT-INDEXER	
Serial Number:	77391285	HARMONIC DRIVE	
CORRESPONDENCE DATA			
Fax Number:	(703)836-7419		
Email:	bassam.ibrahim@bipc.com, adipdoc1@bipc.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Bassam N. Ibrahim		
Address Line 1:	P.O. Box 1404		
Address Line 4:	Alexandria, VIRGINIA 22313-1404		
ATTORNEY DOCKET NUMBER:	0076290-000011/10/9/8/7		

OP \$165.00 1728918

NAME OF SUBMITTER:	Bassam N. Ibrahim
Signature:	/Bassam N. Ibrahim/
Date:	12/20/2011
Total Attachments: 3 source=Assignment 05-2011#page1.tif source=Assignment 05-2011#page2.tif source=Assignment 05-2011#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into and effective on the last signature date below between Nabtesco USA, Inc., a Delaware corporation with its principal place of business at 1013 Centre Road, Wilmington, DE, 19805 ("Assignor"), and Harmonic Drive LLC, a limited liability company organized under the laws of the State of Delaware, with its principal place of business at 247 Lynnfield Street, Peabody, MA 01960 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks HARMONIC DRIVE TECHNOLOGIES, U. S. Registration No. 1,728,918; HARMONIC DRIVE TECHNOLOGIES & Design, U.S. Registration No. 1,727,054; CHAMBERLINK, U.S. Registration No. 2,395,607; POWERHUB, U.S. Registration No. 2,395,612; INFINIT-INDEXER, U.S. Registration No. ,1678,271; INFINIT-INDEXER, Canadian Registration No. TMA437625 and HARMONIC DRIVE TECHNOLOGIES & Design, Canadian Registration No. TMA432756 ("Registrations"); and U.S. Application Serial No. 77/391,285 for HARMONIC DRIVE & Design ("Application") (collectively "Registrations and Application") together with all of the goodwill of the business associated with the Registrations and symbolized thereby, and/or the portion of the business to which the Application pertains;

WHEREAS, Assignee is desirous to obtain an Assignment of the Registrations and Application listed above;

WHEREAS, Assignor consents to assign all of its rights, title and interest in the HARMONIC DRIVE Registrations together with the goodwill of the business associated with the use and symbolized by the Registrations, and/or the portion of the business to which the Application pertains;

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. This Assignment covers (a) the Registrations, together with the goodwill of the business associated with the foregoing; (b) the Registrations and Application and any unregistered rights in any of the foregoing; (c) all rights therein provided by the laws of the United States, Canada and the several states, all common law rights, and all rights to obtain trademarks and registrations thereto; (d) the portion of the business to which the Application pertains; (e) with that part of the goodwill of the business connected with the use and symbolized by the Registrations; and (f) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (f) hereof, collectively, the "Assigned Trademark Rights").

2. Assignor does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Trademark Rights, in its entirety.

3. Assignee, by its own responsibility, requests any official of the United States or the several states whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns. Assignor agrees to, depending on Assignee's written request, provide Assignee reasonable assistance to execute any and all papers that may be necessary or desirable to perfect the title of the Assigned Trademark Rights in Assignee, its successors or assigns.

4. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

5. The Assignment shall be governed by and construed in accordance with the laws of the United States of America, Canada and of the State of Delaware.

6. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates shown below.

ASSIGNOR:
NABTESCO USA, INC.

By: M. Sasaki
Name: Masaru Sasaki
Title: President
Date: 5/18/2011

ASSIGNEE:
HARMONIC DRIVE, LLC

By: Douglas Olson
Name: Douglas Olson
Title: President / CEO
Date: 5/16/11